Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 1 of 13

Fill	in this information to identify your c	ase:				1				
Del	otor 1 Anna E Wall	ace								
	otor 2 use, if filing)									
Uni	ted States Bankruptcy Court for the	EASTERN DISTRICT	OF VIRGINIA							
Cas	se number 16-34149					Chec	k if this is	:		
(lf kr	lown)		-			□а	n amend	ed filing		
									g postpetition ollowing date:	chapter
O.	fficial Form 106I					N	IM / DD/ `	YYYY		
S	chedule I: Your Inc	ome								12/1
spo atta	plying correct information. If you use. If you are separated and you ch a separate sheet to this form. Describe Employment	r spouse is not filing w	ith you, do not incl	ude infor	mati	on about	your sp	ouse. If m	ore space is	needed,
1.	Fill in your employment information.		Debtor 1				Debtor	2 or non-fi	ling spouse	
	If you have more than one job,	Employment etatus	■ Employed				☐ Employed			
	attach a separate page with information about additional employers.	Employment status	☐ Not employed				□ Not €	employed		
	Include part time accepted or	Occupation	Supportive Liv	ing Spe	ciali	st				
	Include part-time, seasonal, or self-employed work.	Employer's name	Gateway Home	•						
	Occupation may include student or homemaker, if it applies.	Employer's address	11901 Reedy E Chesterfield, V							
		How long employed t	here? 4.8 ye	ars			_			
Par	t 2: Give Details About Mor	nthly Income								
spou If yo	mate monthly income as of the dause unless you are separated. u or your non-filing spouse have most espace, attach a separate sheet to	ore than one employer, co	,	•	•	·	that pers	on on the li	•	· ·
2.	List monthly gross wages, sala deductions). If not paid monthly,			2.	\$	3	,898.00	\$	N/A	
3.	Estimate and list monthly overt	ime pay.		3.	+\$		0.00	+\$	N/A	
4.	Calculate gross Income. Add lin	ne 2 + line 3.		4.	\$	3,89	98.00	\$	N/A	

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 2 of 13

Debt	tor 1	Anna E Wallace		_		Case	e number (if kr	own)	16	-34149		
						Fo	r Debtor 1		E	or Debtor	2 0"	
						го	r Debtor 1			on-filing s		
	Сор	y line 4 here		4.		\$	3,898	3.00	\$		N/A	_
5.	List	all payroll deductions:										
	5a.	Tax, Medicare, and Social Secur	ity deductions	58	а.	\$	670	.00	\$		N/A	\
	5b.	Mandatory contributions for retir		5k	٥.	\$.00	\$		N/A	_
	5c.	Voluntary contributions for retire	ement plans	50	С.	\$	87	.00	\$		N/A	-
	5d.	Required repayments of retirement	ent fund loans	50	d.	\$.00	\$		N/A	<u>\</u>
	5e.	Insurance		56		\$_		2.00	\$		N/A	_
	5f.	Domestic support obligations		5f		\$_ \$		0.00	\$		N/A	
	5g. 5h.	Union dues Other deductions. Specify:		5g 5l	ց. h.+	٠ _		0.00	+ \$		N/A N/A	
6.		I the payroll deductions. Add lines	52+50+52+5d+52+5f+52+5b	— 6. 6.		\$ \$			\$			
		. •	· ·			Ţ.,		.00	•		N/A	
7.		culate total monthly take-home pay		7.		\$_	2,939	0.00	\$		N/A	<u>\</u>
8.	List 8a.	all other income regularly received Net income from rental property										
	oa.	profession, or farm	and from operating a business,									
		Attach a statement for each proper										
		receipts, ordinary and necessary b monthly net income.	usiness expenses, and the total	88	_	\$			\$		NI/A	
	8b.	Interest and dividends		8k		\$ \$		0.00	φ \$		N/A N/A	_
	8c.		ou, a non-filing spouse, or a dependent		•	Ψ-		.00	٣			<u> </u>
		regularly receive										
		Include alimony, spousal support, of settlement, and property settlement	child support, maintenance, divorce	0,	_	\$	400		¢		N1/A	
	8d.	Unemployment compensation	t.	80 80		э_ \$		0.00	\$ \$		N/A N/A	
	8e.	Social Security		86		\$ _		0.00	\$		N/A	_
	8f.	Other government assistance th	at vou regularly receive			Ť-		.00	•			<u>`</u>
			alue (if known) of any non-cash assistance	•								
		that you receive, such as food stan Nutrition Assistance Program) or h	nps (benefits under the Supplemental									
		Specify:	ousing subsidies.	8f	f.	\$	0	.00	\$		N/A	
	8g.	Pension or retirement income		80	g.	\$.00	\$		N/A	
			Son pays debtor for payment on			_						_
	8h.	Other monthly income. Specify:	Mercury	8ł	h.+	\$_	250	.00	+ \$		N/A	<u>\</u>
9.	۸۵۵	l all other income. Add lines 8a+8b-	-80+8d+80+8f+80+8h	9.		\$	436	22	\$		N/.	Α.
Э.	Auu	all other moonie. Add mes da ob	rocrouroerdirogram.	Э.		Ψ_	430		۳		IN/	A
10	Cald	culate monthly income. Add line 7	L line 0	10.	\$		3,375.33	+ \$		N/A]_[s	3,375.33
10.		the entries in line 10 for Debtor 1 and		10.	Ψ.		3,373.33	۱,		IN/A		3,375.33
11			the expenses that you list in Schedule	, ,				_				
			partner, members of your household, your		end	dents	s, your room	mate	s, an	ıd		
		er friends or relatives.										
	Do r Spe		ded in lines 2-10 or amounts that are not	avaıı	lab	ie to	pay expens	es IIS	ted II		9 J. +\$	0.00
	Орс											0.00
12.	Add	I the amount in the last column of I	ine 10 to the amount in line 11. The res	sult is	s th	е со	mbined mor	thly	ncon	ne.		
			hedules and Statistical Summary of Certa	in Lia	abil	lities	and Related	Dat	a, if i	t 12.	•	3,375.33
	appl	les								12.		3,373.33
											Combi	
13	Dos	vou expect an increase or decrease	e within the year after you file this form	?							month	lly income
	.	No.	and your arear you me and form	•								
	П	Yes Explain:										

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 3 of 13

ΞIII	in this informa	tion to identify yo	ur case:			I				
	otor 1	Anna E Walla			_	_		if this is:		
	otor 2						Α		wing postpetition chapter	
(Spo	ouse, if filing)						13	expenses as of	the following date:	
Unit	ted States Bankr	uptcy Court for the:	EASTE	RN DISTRICT OF VIRGIN	IIA		M	M / DD / YYYY		
	nown)	5-34149								
Of	fficial Fo	rm 106J				•				
So	chedule	J: Your I	 Exper	ises					12/	1!
info	ormation. If m	and accurate as ore space is ne n). Answer ever	eded, atta	If two married people and chanother sheet to this n.	re filing together, be form. On the top of	oth are ed f any addi	quall	y responsible fo al pages, write y	or supplying correct your name and case	
Par	t 1: Descr	ibe Your House	hold							
1.	ls this a joir	nt case?								
	No. Go to									
		s Debtor 2 live i	n a separa	ate household?						
	□ N □ Y		t file Offici	al Form 106J-2, <i>Expenses</i>	s for Separate House	ehold of De	ebtor	· 2.		
2.	Do vou have	e dependents?	□ No							
	Do not list D Debtor 2.	•	■ Yes.	Fill out this information for each dependent	Dependent's relati Debtor 1 or Debto			Dependent's age	Does dependent live with you?	
	Do not state	the					_		□ No	
	dependents	names.			Daughter			12	■ Yes □ No	
					son			18	■ Yes	
									□ No	
									☐ Yes	
									□ No □ Yes	
3.	expenses of	penses include f people other th	han 👝	No Yes					1 103	
		d your depender	111.5:							
Est	imate your ex		our bankrı	y Expenses uptcy filing date unless y y is filed. If this is a supp						
the	value of sucl	h assistance and		government assistance i luded it on Schedule I: \				Vourovn	0000	
(Off	ficial Form 10	161.)						Your exp	CIISCS	
4.		or home owners and any rent for the		ses for your residence. I r lot.	nclude first mortgage	e 4.	\$		825.00	
	If not includ	led in line 4:								
	4a. Real e	estate taxes				4a.	\$		0.00	
	-	rty, homeowner's				4b.			10.00	
		maintenance, re owner's associat	•	ipkeep expenses		4c. 4d.	-		0.00	
5.				our residence, such as ho	me equity loans		\$		0.00 0.00	

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 4 of 13

Debtor 1	Anna E Wallace	Case number (if know	/n) <u>16-34149</u>
6. Utilitie	e.		
	ਲ. Electricity, heat, natural gas	6a. \$	300.00
	Water, sewer, garbage collection	6b. \$	100.00
	Telephone, cell phone, Internet, satellite, and cable services	6c. \$	340.00
	Other. Specify:	6d. \$	0.00
	and housekeeping supplies	7. \$	500.00
	and nousekeeping supplies are and children's education costs	8. \$	
		9. \$	0.00
	ng, laundry, and dry cleaning	· —	40.00
	nal care products and services	10. \$	50.00
	al and dental expenses	11. \$	50.00
	portation. Include gas, maintenance, bus or train fare.	12. \$	200.00
	tinclude car payments.	13. \$	
	ainment, clubs, recreation, newspapers, magazines, and books	·	0.00
	able contributions and religious donations	14. \$	0.00
15. Insura			
	include insurance deducted from your pay or included in lines 4 or 20. Life insurance	150 °	0.00
		15a. \$	0.00
	Health insurance	15b. \$	0.00
	Vehicle insurance	15c. \$	317.00
	Other insurance. Specify:	15d. \$	0.00
	. Do not include taxes deducted from your pay or included in lines 4 or 20.		
Specif	<u> </u>	16. \$	0.00
	ment or lease payments:		
	Car payments for Vehicle 1	17a. \$	0.00
17b.	Car payments for Vehicle 2	17b. \$	0.00
17c.	Other. Specify:	17c. \$	0.00
17d.	Other. Specify:	17d. \$	0.00
8. Your	payments of alimony, maintenance, and support that you did not report as	<u> </u>	
	ted from your pay on line 5, Schedule I, Your Income (Official Form 106I).		0.00
 Other 	payments you make to support others who do not live with you.	\$	0.00
Specif	y:	19.	
0. Other	real property expenses not included in lines 4 or 5 of this form or on Sch	edule I: Your Incom	e.
20a.	Mortgages on other property	20a. \$	0.00
20b.	Real estate taxes	20b. \$	0.00
20c.	Property, homeowner's, or renter's insurance	20c. \$	0.00
20d.	Maintenance, repair, and upkeep expenses	20d. \$	0.00
	Homeowner's association or condominium dues	20e. \$	0.00
21. Other		21. +\$	
. Other	. opeony.	ζι. τψ	0.00
2. Calcu	late your monthly expenses		
	dd lines 4 through 21.	\$	2,732.00
22b. C	copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$,
	dd line 22a and 22b. The result is your monthly expenses.	\$	2 722 00
220. A	ad title 22a and 22b. The result is your monthly expenses.	φ	2,732.00
23. Calcu	late your monthly net income.		
	Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	3,375.33
	Copy your monthly expenses from line 22c above.	23b\$	2,732.00
	1,,,	T	2,102.00
23c.	Subtract your monthly expenses from your monthly income.		
	The result is your <i>monthly net income</i> .	23c. \$	643.33
	•	-	
24. Do yo	u expect an increase or decrease in your expenses within the year after y	ou file this form?	
For exa	imple, do you expect to finish paying for your car loan within the year or do you expect you		increase or decrease because of
	ation to the terms of your mortgage?		
■ No			
☐ Ye	Explain here:		

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 5 of 13

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN AND RELATED MOTIONS

Name of Debtor(s): Anna E Wallace	Case No: 16-34149
-----------------------------------	-------------------

This plan, dated November 2, 2017, is:

- \Box the *first* Chapter 13 plan filed in this case.
- a modified Plan, which replaces the

□confirmed or ■unconfirmed Plan dated 8/22/2016.

Date and Time of Modified Plan Confirming Hearing: November 9, 2016 @ 11:10AM
Place of Modified Plan Confirmation Hearing:
701 E. Broad St., Courtroom 5000, Richmond, VA 23219

The Plan provisions modified by this filing are:

Surrender Mercury Marquis, reduce monthly plan payments due to surrender of car, dividend to unsecured creditors remains 2%

Creditors affected by this modification are:

H. L. Henshaw Auto Sales

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$17,437.01

Total Non-Priority Unsecured Debt: \$16,595.46

Total Priority Debt: \$3,555.42 Total Secured Debt: \$40,492.40

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 6 of 13

- 1. Funding of Plan. The debtor(s) propose to pay the trustee the sum of \$945.00 Monthly for 1 month, then \$826.00 Monthly for 57 months. Other payments to the Trustee are as follows: NONE . The total amount to be paid into the plan is \$48,027.00 .
- 2. Priority Creditors. The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$_4,920.00 balance due of the total fee of \$_5,100.00 concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
IRS	Taxes and certain other debts	1,840.00	Prorata 5 months
Nottoway County	Taxes and certain other debts	286.07	Prorata
			5 months
Prince George County	Taxes and certain other debts	745.06	Prorata
Treasurer, City of Hopewell	Taxes and certain other debts	684.29	5 months Prorata
Treasurer, City of Hopewell	raxes and certain other debts	004.29	5 months

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

Creditor	Collateral	Purchase Date	Est Debt Bal.	Replacement Value
Capital One Auto	Paid by Trustee prior to surrender		3,231.40	3,231.40
Finance				
Lendmark	Secured by household furnishings	Opened 04/16	9,241.00	9,241.00
Financial Ser		Last Active		
		7/15/16		

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 7 of 13

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

Creditor	Collateral Description	Estimated Value	Estimated Total Claim
Capital One Auto Finance	2013 Nissan Rogue 95k miles	10,538.00	18,453.00
HL Henshaw Auto Sales	2002 Mercury Marquis 194k miles	2,800.00	5,500.00

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

		Adeq. Protection	
Creditor	Collateral Description	Monthly Payment	To Be Paid By
Lendmark Financial Ser	1992 Cadillac 4dr sedan 100k miles	70.00	Trustee
Lendmark Financial Ser	Secured by household furnishings	100.00	Trustee
HL Henshaw Auto Sales	2002 Mercury Marquis 194k miles	70.00	Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

		Approx. Bal. of Debt or	Interest	
<u>Creditor</u>	<u>Collateral</u>	"Crammed Down" Value	Rate	Monthly Paymt & Est. Term**
Lendmark	1992 Cadillac 4dr sedan 100k	4,067.00	4.5%	Prorata
Financial Ser	miles			24 months
Capital One Auto	Paid by Trustee prior to surrender	3,231.40	0%	Prorata
Finance				24 months
Lendmark	Secured by household	9,241.00	0%	Prorata
Financial Ser	furnishings			24 months

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 8 of 13

4	Unsecured	Claime

Α.	Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution
	remaining after disbursement to allowed secured and priority claims. Estimated distribution is
	approximately 100 %. The dividend percentage may vary depending on actual claims filed. If this case were
	liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of
	approximately 0 %.

		approximately <u>0</u> %.				
	B.	Separately classified unsecured claims.				
Creditor -NONE-		Basis for Classificat	<u>tion</u>	<u>Treatment</u>		
	Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).					
	A.	Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed bel will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest i provided for in the loan agreement.				
Creditor -NONE-		Collateral	Regular Contract <u>Payment</u>	Arrearage Monthly Estimated Interest Estimated Arrearage Arrearage Rate Cure Period Payment		
	В.	regular contract monthly payments that come due	during the per	The Trustee shall pay the creditors listed below the riod of this Plan, and pre-petition arrearages on such cured claims or with monthly payments as set forth		
Creditor	_	<u>Collateral</u>	Regular Contract <u>Payment</u>	Estimated Interest Term for Arrearage Arrearage Rate Arrearage Payment		
	C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S. 1322(c)(2) with interest at the rate specified below as follows:					
<u>Cr</u> -NONE-	reditor -	<u>Collateral</u>	Interest <u>Rate</u>	Estimated Claim Monthly Paymt& Est. Term**		
6.	Unexp	ired Leases and Executory Contracts. The debtor	r(s) move for a	ssumption or rejection of the executory contracts and		

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - **A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 9 of 13

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

Monthly
Payment Estimated

Creditor
-NONE
Monthly
Payment Estimated

Arrearage for Arrears
Cure Period

- 7. Liens Which Debtor(s) Seek to Avoid.
 - A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u> <u>Collateral</u> <u>Exemption Amount</u> <u>Value of Collateral</u>

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u> <u>Type of Lien</u> <u>Description of Collateral</u> <u>Basis for Avoidance</u> -NONE-

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- 9. Vesting of Property of the Estate. Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:

Case 16-34149-KRH Doc 24 Filed 11/02/17 Entered 11/02/17 11:00:34 Desc Main Document Page 10 of 13

Signatures:				
Dated: Nov	ember 2, 2017			
/s/ Anna E Wa			/s/ Brian K. Stevens, for America Law Group, Inc	
Anna E Wallac	e		Brian K. Stevens, for America Law Group, Inc.	
Debtor			Debtor's Attorney	
Exhibits:	Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan			
I certify that on Service List.	November 2, 2017 , I	Certificate of Service mailed a copy of the foregoing to th	e creditors and parties in interest on the attached	
		/s/ Brian K. Stevens, for Americ	a Law Group, Inc.	
	Brian K. Stevens, for America Law Group, Inc.			
		Signature		
		2312 Boulevard		
		Colonial Heights, VA 23834		
		Address		
		Telephone No.		
		1		

Ver. 09/17/09 [effective 12/01/09]

Barclays Bank Delaware Po Box 8801 Wilmington, DE 19899

Capital One Po Box 30285 Salt Lake City, UT 84130

Capital One Auto Finance Attn: Bankruptcy Dept Po Box 30258 Salt Lake City, UT 84130

Capital One Auto Finance

Celtic Bank/contfinco 121 Continental Dr Ste 1 Newark, DE 19713

CJW Medical Center Po Box 740760 Cincinnati, OH 45274

Comcast One Comcast Center Philadelphia, PA 19103

First Virginia Financial Serv. 3219 Crater Rd. Petersburg, VA 23805

Fort Lee Federal Credi 4495 Crossings Blvd. Prince George, VA 23875

Genesis Bankcard Srvs 15220 Nw Greenbrier Pky Ste 200 Beaverton, OR 97006

HL Henshaw Auto Sales 1020 E Washington Street Petersburg, VA 23803 IRS P.O. Box 7346 Philadelphia, PA 19101

Lendmark Financial Ser 2118 Usher St Nw Covington, GA 30014

Mabt/contfin 121 Continental Dr Ste 1 Newark, DE 19713

Navy Fcu Po Box 3000 Merrifield, VA 22119

Navy Federal Cr Union Po Box 3000 Merrifield, VA 22119

Nottoway County PO Box 85 Nottoway, VA 23955

Prince George County PO Box 156 Prince George, VA 23875

Synchrony Bank/ JC Penneys Po Box 965064 Orlando, FL 32896

Synchrony Bank/Amazon Po Box 965064 Orlando, FL 32896

Synchrony Bank/Walmart Po Box 965064 Orlando, FL 32896

Treasurer, City of Hopewell P.O. Box 199 Hopewell, VA 23860

Verizon 500 Technology Dr Suite 500 Weldon Spring, MO 63304